

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In Re Paul Wojciechowski )  
 )  
 ) 16-42442  
and ) Ch 13  
Mary Wojciechowski )  
 ) September 22, 2016<sup>1</sup>  
Debtors )

NOTICE

PLEASE TAKE NOTICE: ANY RESPONSIVE PLEADING IN OPPOSITION TO THIS MOTION/PLEADING MUST BE FILED IN WRITING NO LATER THAN 21 DAYS FROM THE DATE OF SERVICE OF THIS MOTION/PLEADING AS SHOWN ON THE CERTIFICATE OF SERVICE. (See L.R. 9013-1(B) and 9061(B)) THE RESPONSE MUST BE SERVED AT THE TIME OF FILING ON THE UNDERSIGNED AND ON ALL ENTITIES DESCRIBED IN L.R. 9013-1(A). THE COURT MAY GRANT THE MOTION/PLEADING WITHOUT FURTHER NOTICE TO ANY PARTY ON EXPIRATION OF THE RESPONSE PERIOD IF NO RESPONSE IS FILED.

IF A RESPONSE OR OBJECTION IS FILED, THE MOVANT, APPLICANT OR CLAIM OBJECTOR SHALL SET THE MATTER FOR HEARING AND PROVIDE NOTICE THEREOF TO THE RESPONDENT AND ALL ENTITIES DESCRIBED IN L.R. 9013-1(A). If a hearing is needed it will be held October 13, 2016 at 11am in courtroom 7 north

Creditors' (Amended) Motion to Dismiss Debtors' Petition with prejudice for cause

Comes now<sup>2</sup> Creditor Susan H Mello and Susan H Mello LLC and move for the dismissal with prejudice of the above Ch 13 proceeding for cause and for such other relief as proper for the following reasons:

1. Debtors filed their initial petition per Ch 13 on April 11 and then filed amended schedules and plans on or about August 13, 2016 and September 13, 2016 .

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<sup>1</sup>Likely being amended where there were new schedules and as new plan on 9/15/16

<sup>2</sup>In addition to the filed Objection incorporating the new false claims and omissions in the September 15 2016 schedules and plan.

2. By this Motion, in addition to filed Objections, the undersigned Creditors/Claimants<sup>3</sup> move for dismissal with prejudice pursuant to S 1307 under which it has the authority to dismiss a petition for cause.

3. The focus in a determination of whether good cause exists for dismissal is whether the filing is fundamentally fair to creditors and more generally is the filing fundamentally fair in a manner that complies with the spirit of the Bankruptcy Code. In Re Love, 957 F2d 1350 (7th Cir 1992).

4. Under the applicable standard, if the debtor lies in his statement of assets and debts and if as a result of these misstatement one creditor will be disproportionately disadvantaged, it is proof of objective unfairness. In Re Love, supra as quoted in In Re Luedtke, \_\_\_ BR \_\_\_ (Bankr ND IN 2011), 08-21611.

5. The need for accurate disclosure of information is equally necessary in a Ch 13 case as in a Ch 7 case. Luedtke supra, citing In re Costello. 299 BR 882, 899-890 (Bankr ND Ill 2003).

6. The applicable elements on a Motion to dismiss are (a) debtor made a statement under oath, (b) the statement was false (c) debtor knew the statement was false, debtor made the statement with the intent to defraud and the statement related to the bankruptcy in a material way. Luedtke supra.

7.. Once the movant has established a prima facie case, the debtor must submit credible evidence refuting the showing of bad faith. Bank of India v Sapru, 127 BR 306, 314 (Bankr ED NY 1991).

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<sup>3</sup>Susan H Mello being a listed creditor, Susan H Mello LLC and Susan H Mello LLC being claimants.

8. The showing of bad faith can be met by direct or circumstantial evidence and showing reckless indifference to the truth.. InRe Cecil, \_ BR \_ 15-6026 (8th Cir BAP 2015)

where as stated therein :

... Statements made with reckless indifference to the truth are regarded as intentionally false, and fraudulent intent may be established by circumstantial evidence..Determining whether disclosure is material is not for the debtor to decide. ... Successful administration of the bankruptcy laws depends on the debtor's full disclosure...

9. The standard requires Debtors see there is full and complete disclosure and accurate and reliable schedules with it stated in In Re Cecil,. supra:

.. the [Bankruptcy] Code requires nothing less than a full and complete disclosure of any and all apparent interests of any kind. The debtor's petition, including schedules and statements, must be accurate and reliable, without the necessity of digging out and conducting independent examinations to get the facts...In re Cecil.supra

10 Strict enforcement of seeing only those debtors who meet the standard of full and complete disclosure and provide accurate and reliable schedules is a matter of public policy where only by being honest and candid is a debtor entitled to a discharge :

Full disclosure is required, not only to ensure that creditors receive everything they are entitled to receive under the Bankruptcy Code, but also to give the bankruptcy system credibility and make it function properly and smoothly..Bankruptcy provides debtors with a great benefit: the discharge of debts. The price a debtor must pay for that benefit is honesty and candor . In Re Cecil, supra citing InRe Korte , 262 B.R. 464, 469 (B.A.P. 8th Cir 2001) ..

11. Under the law, a false oath sufficient to be good cause for dismissal may consist of a false statement or omission in the schedules , as well as false statements at the creditors meeting under oath . Luedtke supra citing In re Bailey , 53 BR 732 , 731 ( Bankr WD KY 1985).

12. It is proper a court consider the cumulative effect of "the aggregate " errors and omission. Luedtke, supra citing In re Bostrom, 286 BR 352 , 360-361( Bankr N D Ill 2002).

13. It is especially proper to find a lack of good faith where there have been a number of false oaths by the debtor with respect to a variety of matters which can be deemed to establish a pattern of reckless and cavalier disregard of the truth. Luedtke supra citing Bailey supra and Bostrom.

14. It is proper as well for a court to consider false statement that were made and later corrected with the rule being a debtor cannot excise a false oath by making subsequent correction to his bankruptcy petition and instead is that to allow the debtor to do that would and submit amendments with no penalty only when caught would mean cheating would be altogether too attractive. Luedtke supra citing In re Bailey, 147 BR 157, 165 (Bankr, N D Ill 1992 citing In re Boba, 280 BR 430 (Bankr ND Ill 2002), Payne v Wood, 775 F2d 202 (7th Cir 1985) and Mazer v US, 298 F2d 579 (7th Cir 1962).

15. A statement is material for purposes of such sections if it relates to the debtor's estate, involves the discovery of assets, or concerns the disposition of the debtor's property or his entitlement to discharge. Luedtke, supra citing In re Chalks, 748 F2d 616 (11th Cir 1984).

16. Here the debtors engaged in bad faith by making false statements and omissions under oath, not just in the initial petition but repeatedly on a variety of matters including their income, their assets, their debts, their expenses and even what they paid and if they received a tax refund.

17. The false statements in the April 2016 schedules that they later sought to amend after being caught included where they :

A. Left out their VA income as income and had to be caught by the Trustee;

B. Double claimed the \$1938/mo in child support first as a payroll deduction and then as an

expense and had to be caught by the undersigned ;

C. A Claim of over \$800 in claimed utilities where they were caught by both the Trustee and the undersigned :

D . A Claim Paul Wojciechowski owns the 636 Undercliff Hazelwood MO residence and , the fact it is likely the first and second mortgages are DSOs , which was caught by undersigned and which Debtors tried to mislead the court

E. A Claim in the plan to pay only to the student loans that both the Trustee and the undersigned had to catch as unlawful.

18 These same Debtors also left known false claims , errors and omissions in the April schedules and filings which included;

where as of September 21, 2016 even after partial corrections there remain false statements omissions and errors in these parts of the April 2016 filings that were not amended:

a. At Page 8 in the summary the income is still shown as not including the VA income and the expenses are false

b. At Page 9 where it has the wrong amount for the student loans, an amount the Debtor has in November 2015 and which he could easily get from a website :

c. At Page 25 it lists both debtors on an Aly Financial item from 2005-2009. when they did not even know each other and he was married to his first wife through 2012. That co debtor was likely his former wife.

d. At Page 26 it lists both debtors on a GM Financial item from 2010. when they did not even know each other and he was married to his first wife through December 2012.

e. At Page 32 they list Erin Zielinski as a creditor . The creditor is the former wife and possibly the law firm of Hais and Hais, but it cannot be so listed where it is not ripe it was denied in an

order dated January 11, 2016, they filed a Motion to amend which was set to be heard on April 11, 2016. One of the reasons it was denied was he had his own expenses namely paying the undersigned and if that changes then there would be a new review of the finances and even then it would not be dischargeable where it is a DSO.

f. At Page 32-35 and p49-50 there are pages of student loan items listed as unknowns. As above, that is false and inaccurate; Paul Wojciechowski obtained a detailed listing in November 2015 listing each of the loans.

g. At Page 39 Paul lists a credit card MABT and a balance of \$598. It has a date of 2014 such that if it existed should have been on the Nov 2015 Circuit court financial statements he prepared; instead in November 2015 he lists only one credit card for him: Capital One. He also wrote the undersigned it was not owed..

h. At Page 43 it lists them again as having joint debts in 2005-6 and 2010 when they were not together and it was joint with the former wife.

i. At Page 45-46 there are numerous unknown Personal Finance Co items although elsewhere it is referred to as the July 2015 judgment \$3300 which was to be paid at \$125/mo and was available from a quick casenet search

j. At Page 47 the loan from Peter Wojciechowski is shown as \$1500 from 2015 when in November 2015 it was \$500.

k. At Page 51 where it has the Scott Credit Union there is a \$12,503 balance from the surrendered 2011 Jayco camper, it shows last active 2015 and yet no camper was listed as surrendered within 2 years.

l. At Page 52 it has only Susan H Mello and fails to have the current amount, no LLC or show the lien, which was undisputed and on which no objection was filed to the July claim.

m. At Page 58 it lists his mother as a co debtor on the Jayco RV but in the Plan does not seem to mention her

o At page 58 it lists the Citimortgage on the second mortgage , with it falsely claimed on page 58 claiming it was not reaffirmed in the ch 7 (when it did not need to be and was a DSO as in the 2012 divorce judgment and 2015 modification ) . It also fails to list those to whom the debt was assigned , US Bank as Trustee for CVF Loan Trust .I, that is not mentioned. This was known to debtor who received a letter from Shellpont.

It also ignores tries to slip past the key fact there are 2 consent judgments creating the DSO and a hold harmless agreement on both mortgages where Paul Wojciechowski agreed to pay it and hold his former wife harmless on same and has to be current on all DSOs for a plan to be approved .

19. These same debtors made known false statements under oath in the only creditors meeting, in May 2016 where they reaffirmed the uncorrected statements in the April filings and further (in the only 2 questions asked ):

A Falsely stated to the effect no one was else was on the deed to the 636 Undercliff property where the true status is the deed is in the name of himself and his former spouse as an enforcement of the hold harmless it is ordered sold December 10, 2016 if he had not refinanced or otherwise taken his former wife's name off the second mortgage;

B Falsely made claims to the effect the children were in the kind of jointly shared custody situation as if equal time where he would have regular expenses for all four of them as in the schedules, when instead as he knew , the oldest child, has refused to see him since October 2014 and under the 2015 custody is not required to see him and the three boys see him only on average 5 of every 14 days .

20. These same debtors when they did file an amendment in August 2016 to parts of the schedules, instead of seeing to actual corrections made more false statements at page 5 line 28 where it still falsely says there is no 2015 tax refund. This was filed after they were notified there has to be a refund and as in the copies provided in court 8/23 it showed a 2015 refund of \$7635.

21. In addition in the August schedules, they have the real property ownership wrong, even under the wrong debtor and wrong name and seek to falsely list the undersigned as preference but not list Peter Wojciechowski as such: they still have the real property ownership wrong :

a. On page 1-2 of the August schedules as above Paul Wojciechowski as “awarded” the house when instead as in the court orders it is his only if he removes his former wife’s name off the loan by 12/10/16;.

b. On page 2, they further sought to mislead and repeat what appears to be known false statements on who owns the Charlack Ave property. They have it marked as owned by Paul in his name alone. According to the St Louis County revenue website it is owned by Mary in her name along bought under her prior name of Mary Aubertin

c. On pg 14 The Debtors falsely listed at p 14 payments to the undersigned as preferences where they were for new value in that the undersigned continued to work on an open pending County Circuit court case providing new value under April 11 2016. At the same time, while they show monthly payments to Paul Wojciechowski’s father, Peter Wojciechowski, which would seem to be preferences and they are not shown as such.<sup>4</sup>

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<sup>4</sup>As in 11 USC 547 :

(2) “new value” means money or money’s worth in goods, services, or new credit, or release by a transferee of property previously transferred to such transferee in a transaction that is neither void



22. The current September 2016 schedules and plans has even more false and misleading statements and omissions were on their assets, their debts, their income, and their tax refund, the number of persons living with them, and even publicly available information . This includes:

a. On page 1 where it lists a new job identified only as SSE, and oddly seems to have the same or nearly same income , it seems to falsely show the child support as a payroll deduction . That is not possible. The court does not even show a wage withholding as requested for this employer. Then even if one was requested in St Louis County is generally takes 2 weeks or more for it to be sent out by certified mail; then employer has 2 weeks to begin the withholding and 7 days to send the check after the paycheck, such it will likely a month before any payroll deductions.

[https://ocsp.acf.hhs.gov/irg/irgpdf.pdf?geoType=OGP&groupCode=EMP&addrType=EIW  
&addrClassType=EMP.them](https://ocsp.acf.hhs.gov/irg/irgpdf.pdf?geoType=OGP&groupCode=EMP&addrType=EIW&addrClassType=EMP.them)

b. On the same page 1, it shows what has to be some kind of dishonest excessive amount of claimed tax and FICA deductions for Mary Wojciechowski. She shows she earns around \$34xx/mo - \$4000/mo gross and yet claims to owe \$803 in taxes and FICA. The on line

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nor voidable by the debtor or the trustee under any applicable law, including proceeds of such property, but does not include an obligation substituted for an existing obligation, and Section c provides it is not a preference —

(1) to the extent that such transfer was—

(A) intended by the debtor and the creditor to or for whose benefit such transfer was made to be a contemporaneous exchange for new value given to the debtor; and

(B) in fact a substantially contemporaneous exchange.

payroll deduction calculator at <https://smartasset.com/taxes/missouri-tax-calculator>, shows for married person , earning \$4000/mo the federal tax rate would be 10% an effective rate of 4.28 % , her share of FICA and Medicare would be 7.65% and the state tax rate would be 6%, for total required annual deductions of \$5119, a monthly amount of \$430, not \$803/mo . Where they have a mortgage and those expenses, the rate might even be lower . Th difference from the \$430 v \$803 is properly due the creditors in the plan.

c. On that same page 1, there is an excessive and unreasonable duplication high amount for claimed health insurance This is so where the male debtor now shows over \$600/mo for claimed health insurance. He and the children were already on the family plan at Express Scripts via Mary's employment . The cost for that family plan as in Debtor's 11/30/15 email, to the undersigned was a total of Monthly \$ 197.02, just \$106 more than one Mary has now. There should not be two plans and certainly not the claimed \$670 <sup>5</sup>. That \$500 difference should go to the plan. It is also dubious the \$670 is even the actual costs, the on line job listings for SSE for the St Louis office for similar positions show they include health insurance and a variety of plans.

d. On page 3 of the submission it again falsely lists 4 children as if they reside with them . One does not even see them ,the others are there on average only 5 of 14 days . They also have only three tax deductions. While it is recognized for some fixed costs such as the number of bedrooms might have a fixed costs for the 3 bedrooms for the boys , in terms of utilities and variable expenses such as food it would a functionable equivalent . Where there are three children

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<sup>5</sup>This is especially so where they still claim about \$350/mo in co pays , deductible and uncovered expense.

spending 5 of 14 nights with debtor , that would be  $15(5 \times 3) / 14$ ths. If you add in some days for vacation and special days that might be 6 of 14 days , that would be  $18/14$ ths , or 1.3, as such as in In re Robinson, 449 BR 473 ( ED Va 2011) , the correct number would 5 for fixed expenses and 3 for variable expenses , but never the 6 as claimed here

e. On page 4 it repeats what has to be known false claim of the utilities claiming close to \$700/mo (\$307 , \$96, \$130 phone \$59.99 for internet and cable plus a series of \$69 for digital streaming<sup>6</sup>) for a small est 1100 square foot house . The November 2015 statement gas \$31; electric \$73 water .22 water;, \$170 as the bundled amount for phone-cable-internet . MSD would be equal to the water bill and the Hazelwood city website shows trash as also about \$22.

This is even more so there are persons are home during the day , it occupied by 2 adults that work during the day and 3 boys that are there only 5 of every 14 days .

f. On page 4 they claim \$1000 for food and housekeeping for what are 2 adults , with 3 part time children ( which under Robinson would count as 1 child) .

g On page 4 they claim \$250 for educational expenses when there were none and the children are in public school even if for some outside expenses they are split with the former wife (and then below on another page have it as \$125 as if it is some made up expense);

h On page 10 line 7b they use 6 persons as those in the household, when only 3 children are his for tax purposes and the oldest does not see him and the 3 are with him less than half

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<sup>6</sup>Which in the November 2015 sworn statement of property phone, internet and cable was all bundled and would be included , and where as Debtor even wrote the undersigned her was terminating the cell phone for the children , the daughter would not answer or call him , the ex wife did not let the son answer and the two younger ones were too little for phone .

the time . As above, as in In re Robinson, 449 BR 473 ( ED Va 2011) It would be 1 child for variable expenses and 3 for fixed . As stated there :

. each child can best be described as a fractional member of the household. In order to most accurately approximate the Debtor's overall household size, the Court will apply a functional equivalent standard for the number of persons that together comprise the economic unit. As the four children spend four-sevenths of each week with the Debtor, they mathematically approximate, when viewed in the aggregate, two full members of the economic unit.[ Thus, this Court holds that the Debtor together with his children comprise a household of three. Accordingly, the Debtor is entitled to claim a "household" size of three for purposes of completing form B22C and for purposes of complying with 11 U.S.C. § 1325(b).In re Robinson, supra

Using that same formula the most would be one , maybe three for fixed expenses , but with the girl not visiting and not under a custody order to visit , never six

Here, there are 3 children that in a 14 day period are at debtor's residence only 5 nights. That formula would then be  $3 \times 5$  divided by 14 which is  $1 \frac{1}{14}$ ths , even if you add in  $\frac{1}{2}$  night to account for vacations holidays , even if add full day  $6 \times 3$  is 18 divided by 14,  $1.3$  , which is 1 child. rounded down

i. On page 10 line 9 they use the 6 for the members of the household , which is false and too many as the number of persons for housing . It should at most be at most 5 for some purposes and 1 for the 3 children .

j On p 11 line 14 of charitable contributions the claimed \$170/mo to St Stans is likely false where they have not gone to any major events such as the festival or the annual meeting to vote and their son is off the altar server list as if they dropped out and sons do not seem to be in the PSR photo;

k On page 10 line 16 they again falsely use the wrong amount for personal property taxes even after a reminder the correct amount is available on the County website. The tax is not

\$600/annual amount or \$50/mo they claimed . It \$458, \$38.10/mo

.<https://revenue.stlouisco.com/collection/ppinfo>.

l. On page 10 line 9b they do not use the actual amount for the mortgage but in what seems to a kind of double dipping use the amount with the arrearage and then in the plan after deducting same, seem to include payment of the arrearage twice.

m. On page 11 line 12 and 13 on the national standards :[://www.irs.gov/businesses/small-businesses-self-employed/local-standards-transportation](http://www.irs.gov/businesses/small-businesses-self-employed/local-standards-transportation) Debtors have the standard for ownership cost for 2 cars as \$1034 when the standard for 2 cars is \$ 942 an overstatement and on the ownership cost have \$424 when it is \$382, another overstatement . They also seem to double dip , paying the car loans as secured debtss even where they exceed the \$942. and took the Car expenses out in arising at disposable income .

n. On p 26 line 16 they have \$1683/mo as the amount they actually pay in taxes/mo That is false just from looking at page 1. He claims \$777 and she claims \$803 , that is \$1573,as if to again try to cheat the creditors.

Even more so, the form's direction (likely recognizing debtors may try to cheat by beefing up their withholding) make it clear and directly state if receive a refund you have to factor it in , take the annual amount and divide by 12. They had to have directly looked at the form , even after a Motion to dismiss raising this issue , was mailed to the debtors and intentionally chosen to make a known false statements, They had a refund of\$7635 / year in effect means they over paid the taxes by \$636/mo . That \$636/mo was to go into the plan for creditors, not create a slush fund for debtors.

o. Here, too, there is the questionable cost of health insurance . There is extra high insurance for him and there should be no separate insurance . They can do as expected and standard have one family plan, the \$197/mo one at Express Scripts.

p. At page 23 is where they show to try to add in \$75/mo for optional phone . They already claimed in utilities they had \$130 which included a family plan. It cannot be for the children ,as the debtor complained the mother does not let the older ones use it and it was being cancelled . The younger boys are not even of an age to have a phone .

q. Here at page 26 line 21 is where they now list \$125 in education expenses where the children attend free public schools, which is inconsistent and seems untrue.

r.They included the above in the false totals on page 13

s At page 15 line 34 they again misstate the ownership of the Undercliff property where it is his only if he pays the second mortgage and is under an order that it is to be sold if not paid by

12/10/16 . It leaves off it is DSO <sup>7</sup> and seeks to omit the correct name of the creditor US Bank as Trustee for the CV Trust

23.In the September 2016 plan they show more bad faith, they not only seek to take advantage of their false statements on the schedules but

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<sup>7</sup> This is as in Wallace v Marble, 426 B.R. 316 (8th Cir. \_\_\_) ;Williams v. Williams (In re Williams), 703 F.2d 1055, 1057 (8th Cir. 1983) ("[U]ndertakings by one spouse to pay the other's debts [. . .] can be 'support' for bankruptcy purposes."); Burton v. Burton (In re Burton), 242 B.R. 674, 678 (Bankr.W.D.Mo.1999) In re Phegley BR\_\_\_, . (09-44269); Adams v. Zentz , 963 F.2d 197, 200 (8th Cir. 1992);Boyle v. Donovan, 724 F.2d 681, 683 (8th Cir.1984) ; Kruger v. Ellis (In re Ellis), 149 B.R.925, 927 (Bankr. E.D. Mo. 1993 Morgan v. Woods(In re Woods), 309 B.R. 22 (Bankr. W.D. Mo. 2004);In re Tatge, 212 B.R. 604, 608 (B.A.P. 8thCir. 1997); Schurman v. Schurman (In re Schurman), 130 B.R. 538, 539 (Bankr. W.D. Mo.1991) (citing In re Gianakas, 917 F.2d 759 (3d Cir. 1990)).

The code section is found at . 11 U.S.C. § 523(a)(5)-as in 11 U.S.C. § 101(14A),and notes: the term “domestic support obligation” means:

[A] debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is-

(A) owed to or recoverable by-(I) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or

...

(B) in the nature of alimony, maintenance, or support (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;

©) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of-(I) a separation agreement, divorce decree, or property settlement agreement;

...

(D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt.

.. This is especially so where the rule is exceptions from discharge for spousal and child support deserve a liberal construction,and the policy underlying § 523 favors the enforcement of familial obligations over a fresh start for the debtor, even if the support obligation is owed directly to a third party.See Holliday vKline (In re Kline), 65 F.3d 749 (8th Cir. 1995); Williams v. Kemp (In re Kemp), 242 B.R. 178,181 (B.A.P. 8th Cir. 1999), aff’d 232 F.3d 652 (8th Cir. 2000).

a. Try to add in an unsecured debt also owed to FFCU as a secured debt where the \$4xx debt is not secured

b. They make odd claims about an adversary and again as if intention have the wrong name of the owner of the second mortgage and claim they will file a likely out of time adversary where they know the caselaw is clear it would be a DSO under the caselaw the undersigned has to find

c. They falsely suggested they were current on the DSOs where they were not and know they are not, not just on the mortgages but the payment to Elaine Pudlowski would be a DSO as the GAL in the case;

d, They tried to claim parts of the tax refund for themselves ( showing their true purpose in trying to create a debtor slush fund ) when it belongs to the plan as would overtime or bonuses same as any other income.

Wherefore for these reasons Creditor /Claimant Susan Mello and Susan H Mello LLC move the bankruptcy be dismissed for cause with prejudice and such other relief as proper .

Respectfully submitted

BY /s/ Susan H Mello  
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Pro se Creditor and Attorney For  
Creditor Susan H Mello LLC

Certificate of service

The undersigned confirms that she mailed a copy to Paul and Mary Wojciechowski 636 Undercliff Hazelwood Mo and eserved as copy of Angela Redden-Jansen and Diana Daughtery to the best of her knowledge on 9/21//16 other than debtors those eserved with this documents via the Court's CM/ECF system on the \_21\_ day of \_September\_ 2016 are all necessary parties /s/ Susan H Mello